file - WKNC-FM

United Press International

GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

THOMAS E. CUNNINGHAM
SALES MANAGER
RADIO and TELEVISION

October 16, 1967

Mr. Carl O. Eycke
Director, Department of
Student Activities
PO Box 55505
North Carolina State University
Releigh, N.C. 27607

Dear Mr. Eycke:

We are pleased to enclose an executed copy of the contract covering the UPI wire at your university station, WKNC.

With very best wishes,

Cordially,

Thomas E. Cunningham

Thomas E. Cunningham

TEC:hrm

AGREEMENT

Made this 26th day of September, 19 67, at New York, N. Y., between UNITED PRESS INTERNATIONAL, INC., a New York corporation (hereinafter called UPI) and Station WKNC, North Carolina State University corporation (hereinafter called the Broadcaster), witnesseth:

The parties mutually agree as follows:

FIRST. UPI hereby bargains and sells to the Broadcaster the right and privilege of broadcasting vocally, on either sustaining or commercial programs over radio station WKNC (FM), having a present AM power of watts, located at Raleigh, North Carolina, the UPI 24 Hour leased wire News Report, and agrees as far as practicable, to deliver said News Report to the Broadcaster by leased wire and teleprinter (1)

SECOND. The Broadcaster agrees to provide the necessary space for printer-telegraph machine, and any wire, installation, power, paper, ribbon and supplies required for the operation of said printer-telegraph machine, and further agrees to receive and accept said News Report and pay, without deduction, to UPI, at its New York office, during the period of this agreement and any renewal thereof, the sum of $ 35.00 (thirty-five dollars and no cents) per week, weekly in advance; provided, (1) that if the Telegraph or Telephone Company to which tolls are paid on behalf of the Broadcaster by UPI, raises the tolls on said News Report or increases the rental rate on printer-telegraph machine equipment supplied by them; or if the wage scale for union employees is increased, the Broadcaster shall also pay the increases in such tolls, rental or union wages to UPI; (2) that if said News Report or any wire or other facilities used in the transmission thereof shall be hereafter made subject to any Federal or State tax of any kind payable either directly or indirectly by UPI, the Broadcaster shall reimburse UPI for the proportion thereof, as determined by UPI, properly applicable to said News Report; (3) that in case of a war or any other extraordinary event requiring an additional or extraordinary expenditure of $1,000.00 or more weekly by UPI in securing and delivering the news of the same, UPI may assess and the Broadcaster shall pay UPI an additional weekly sum not to exceed 25% of the Broadcaster's then current weekly payment for a period coincident with said extraordinary expenditure by UPI; (4) that if at any time during the period of this agreement, or any renewal thereof, the cost to UPI of labor, materials, or wire or other facilities used in producing and delivering said News Report to its clients, shall increase in any way not hereinbefore specified, UPI may assess, and the Broadcaster shall pay UPI an additional weekly sum representing Broadcaster's proper proportionate share of such increased cost as determined by UPI. The term "Broadcaster's then current weekly payment" shall mean the total payment the Broadcaster is at the time required to make to UPI under this Paragraph Second and subparagraphs (1), (2), (3) and (4) of this Paragraph Second. UPI is authorized to draw on the Broadcaster through at or such other bank as the Broadcaster may hereafter specify in writing for the weekly payments to be made by the Broadcaster under this agreement.

THIRD. The Broadcaster agrees that said News Report shall not be used as part of, or in connection with, any commercial broadcast deemed objectionable by UPI and that all commercial announcements shall be clearly indicated as such and not broadcast to appear as an integral part of said News Report. The Broadcaster further agrees that all broadcasts of said News Report by the Broadcaster shall state accurately the substance of said News Report and that such broadcasts shall not in the judgment of UPI, misrepresent or distort the facts stated in the News Report received by the Broadcaster from UPI.

FOURTH. The Broadcaster agrees to furnish to UPI at the office of the Broadcaster, without cost to UPI, all the local news and special service from tributary news territory collected by the Broadcaster and to make no subsequent news service arrangements which will interfere in any way with the fulfillment of all the Broadcaster's obligations under this Paragraph Fourth; and the Broadcaster agrees not to furnish or permit to be furnished by his employees or from his office any portion of said News Report, or any news tips therefrom, to any other person, corporation, publication, commentator or radio station, and not to make or authorize any other use thereof than in the above mentioned manner, and further agrees to respect all release pledges on advance matter, to use the UPI copyright line on all copyrighted matter and to broadcast the UPI creditline during each news broadcast period.

FIFTH. It is mutually agreed that UPI reserves the right to make working arrangements and exchanges of news, wire and radio facilities with other press associations, publishers, radio stations or persons, and to sell said News Report to any other party or parties.

SIXTH. It is further mutually agreed that UPI shall in no event be liable for any loss, damage, or expense, direct or consequential, arising to the Broadcaster or to any Sponsor by reason of the publication or dissemination of any of the news received by the Broadcaster from UPI or by reason of the non-delivery of said News Report to the Broadcaster due to a mechanical breakdown, or other cause beyond UPI's control.

SEVENTH. This agreement shall continue for ~~five (5) years~~ one (1) year from Oct. 1, 1967 and shall thereafter renew itself continuously for periods of ~~five (5)~~ one (1) years unless either party notifies the other by registered letter received at least six (6) months before the beginning of the first renewal period or any subsequent renewal period, of its desire to terminate this agreement, in which event this agreement shall terminate at the beginning of the next renewal period which would have commenced thereafter; otherwise, it shall remain in full force and effect subject to the terms and conditions hereof. In the event of a sale, transfer or consolidation of the property of the aforesaid radio station, or the transfer of the license of the same, the Broadcaster hereby guarantees that his successor, assignee or transferee, will fulfill the terms and conditions herein contained for the full life of this agreement.

EIGHTH. This agreement is made subject to the ability of the wire companies to furnish facilities and the continuance of intermediate clients now on UPI circuits, and continuance of the general operating conditions of the Broadcaster as to power, wave length or time assignment existing at the date hereof, unless UPI is satisfied with the rate named in this agreement, or same can be mutually readjusted. This agreement and all its provisions are subject to the rules and regulations now in force or hereafter adopted by the Federal Communications Commission, and neither party to this agreement shall be liable in damages to the other if prevented from carrying out the provisions of this agreement by reason of any rule, regulation, or order of said Federal Communications Commission.

NINTH. In the event Broadcaster sells or transfer either its AM or FM license, Broadcaster agrees that the holders of such licenses will enter into new agreements with UPI covering separately the individual AM and FM operations for the remainder of the period of this present agreement. Under the new agreement for the AM station the rate shall be the then current rate as defined in Clause Second hereof. The rate under the new agreement for the FM station shall be $ Not applicable per week, plus the cost of supplies.

TENTH. This agreement supersedes as of its effective date the agreement dated Sept. 17, 19 65, between Broadcaster and UPI and terminates and cancels all obligations and liabilities which may exist thereunder except Broadcaster's obligation to pay for service received under said agreement prior to the effective date of this present agreement.

ELEVENTH. Time, both as to delivery and use of said News Report and as to said weekly payments, and in all other respects, is of the essence of this agreement; and a waiver of any breach shall not be construed to effect a waiver of any future breach of this agreement. This written agreement comprises the entire understanding of the parties hereto on the subject matter herein contained; any and all oral representations or agreements of any agent of either party hereto shall be null, void and of no effect whatsoever.

(SEE OTHER SIDE)

SIGNED AND DELIVERED IN THE PRESENCE OF:

Thomas E. Cunningham
As to UPI.

As to Broadcaster

UNITED PRESS INTERNATIONAL, Inc.

By [signature] VICE President.

Station WKNC, North Carolina State University

X By Earl O. Eisler President.

Radio 5-Yr. 63-R-PO21983

TWELFTH. It is agreed and understood that the service called for under this agreement, and the weekly payment therefore, may be suspended, during regular school vacation periods upon 10 days notice in advance to UPI, and resumed following suspension upon 10 days notice in advance to UPI.

UNITED PRESS INTERNATIONAL, INC.

By** Frank Jermaine

STATION WKNC, North Carolina State Univ.

By Earl O. Eyke

United Press International
GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

R. T. ESKEW
SOUTHERN DIVISION MANAGER
P. O. BOX 4662
ATLANTA, GA. 30302
(404) 875-7631

October 4, 1967.

AIR MAIL

Mr. Carl O. Eycke, Director
Department of Student Activities
Post Office Box 5505
North Carolina State University
Raleigh, North Carolina 27607

Dear Mr. Eycke:

We're delighted to have new agreements with North Carolina State University, continuing our service to Station WKNC.

I wonder, however, if I can ask you to complete the new agreements worked out between you and Bill Tome. I am enclosing two copies of the contract, with the request that you sign the bottom, right-hand line on the reverse side of each, alongside which there is a penned-in "X" mark.

If you will please affix your signature on that line on both copies and return them to me I would be most appreciative. I am retaining a third copy of the agreement here in the event the contracts go astray in the mail.

Also, I am enclosing a self-addressed stamped envelope for your convenience.

Cordially,

Rhea Eskew

Rhea T. Eskew

RTE:RM
Enclosures